

JEFFREY S. CHIESA
ATTORNEY GENERAL OF NEW JERSEY
Division of Law
124 Halsey Street - 5th Floor
P.O. Box 45029
Newark, New Jersey 07101
Attorney for Complainant

FILED

JUL -9 2012

Division of Consumer Affairs

By: Alina Wells
Deputy Attorney General
(973) 648-2893

STATE OF NEW JERSEY
DEPARTMENT OF LAW & PUBLIC
SAFETY
DIVISION OF CONSUMER AFFAIRS
DOCKET NO.: 11-037

JEFFREY S. CHIESA, Attorney General of
the State of New Jersey,

Complainant,

v.

LILI PABLO AGENTS, LLC d/b/a
COSTAMAR TRAVEL AGENCY,
Respondent.

Administrative Action

CONSENT ORDER

WHEREAS this matter having been opened by Jeffrey S. Chiesa, Attorney General of New Jersey¹ (“Complainant”), as an Administrative Complaint alleging that Lili Pablo Agents, LLC d/b/a Costamar Travel Agency (“Costamar Travel” or “Respondent”) has committed violations of the New Jersey Consumer Fraud Act, N.J.S.A. 56:8-1 et seq. (“CFA”), and the Regulations Governing General Advertising Practices, N.J.A.C. 13:45A-9.1 et seq. (“Advertising

¹ This action was commenced on behalf of Paula T. Dow, former Attorney General. Pursuant to R. 4:34-4, the caption has been revised to reflect the current Attorney General.

Regulations”), (hereinafter the “Action”);

WHEREAS the Complainant alleges that the Respondent violated the CFA and Advertising Regulations in connection with its business of offering for sale to Consumers, among other things, income tax services, notary public and computer services in the State of New Jersey.

WHEREAS the Respondent denies that it has committed any violation of the CFA or Advertising Regulations;

WHEREAS the Complainant and Respondent (collectively, the “Parties”) having reached an amicable agreement thereby resolving the issues in controversy and concluding this Action without the need for further action, and Respondent having voluntarily cooperated and consented to the entry of the within order (hereinafter “Consent Order”), and for good cause shown,

IT IS ORDERED and AGREED as follows:

1. EFFECTIVE DATE

1.1 This Consent Order shall be effective on the date that it is filed with the Division (“Effective Date”).

2. DEFINITIONS

As used in this Consent Order, the following words or terms shall have the following meanings, which meanings shall apply wherever the words and terms appear in this Consent Order:

2.1 “Advertisement” shall be defined in accordance with N.J.S.A. 56:8-1(a).

2.2 "Attorney General" shall refer to the Attorney General of the State of New Jersey and the Office of the Attorney General of the State of New Jersey.

2.3 "Consumer" shall refer to any Person who is offered Merchandise, defined in accordance with N.J.S.A. 56:8-1(c), for Sale.

2.4 "Division" refers to the New Jersey Division of Consumer Affairs.

2.5 "Include" and "Including" shall be construed as broadly as possible and shall mean "without limitation."

2.6 "Notary Public" shall refer to a person commissioned as a Notary Public by the New Jersey Department of the Treasury.

2.7 "Person[s]" shall be defined in accordance with N.J.S.A. 56:8-1(d).

2.8 "Represent" shall mean to present, describe, state or set forth through statements, conduct, graphics, language and/or documents.

2.9 "Sale" shall be defined in accordance with N.J.S.A. 56:8-1(e).

2.10 "USCIS" shall refer to the United States Customs and Immigration Service.

3. BUSINESS PRACTICES AND INJUNCTIVE RELIEF

3.1 Respondent shall not engage in any unfair or deceptive acts or practices in the conduct of their business in the State and shall comply with all applicable State and/or Federal laws, rules and regulations, as now constituted or as may hereafter be amended, Including the CFA and/or the Advertising Regulations.

3.2 Respondent shall not mislead Consumers into believing that Respondent is qualified to provide advice as to immigration and citizenship in the United States, when such is not the case.

3.3 Respondent shall not mislead Consumers into believing that Respondent is qualified to prepare and file legal documents with USCIS, when such is not the case.

3.4 Respondent shall not provide advice to Consumers concerning the preparation of USCIS legal documents, when not legally authorized to do so.

3.5 Respondent shall not provide Consumers with information as to charges for the preparation of USCIS documents, when not legally permitted to charge such fees.

4. SETTLEMENT PAYMENT

4.1 The Parties have agreed to a settlement of this action in the amount of Eight Thousand and 00/100 Dollars (\$8,000.00) ("Settlement Payment").

4.2 The Settlement Payment consists of a civil penalty of Five Thousand Nine and 38/100 Dollars (\$5,009.38), pursuant to N.J.S.A. 56:8-13, and Two Thousand Nine Hundred Ninety and 62/100 Dollars (\$2,990.62) allocated for reimbursement of the Division's attorneys' fees and investigative costs, pursuant to N.J.S.A. 56:8-11 and N.J.S.A. 56:8-19.

4.3 On or before the Effective Date, Respondent shall make the Settlement Payment by cashier's check or other form of guaranteed funds made payable to "New Jersey Division of Consumer Affairs" and shall be forwarded to:

Alina Wells
Deputy Attorney General
State of New Jersey
Office of the Attorney General
Department of Law and Public Safety
Division of Law
Consumer Fraud Prosecution Section
124 Halsey Street - 5th Floor
P.O. Box 45029

Newark, New Jersey 07101

4.4 Upon making the Settlement Payment, Respondent shall immediately be fully divested of any interest in, or ownership of, the monies paid, and all interest in the monies, and any subsequent interest or income derived therefrom shall inure entirely to the benefit of the Division pursuant to the terms herein.

5. GENERAL PROVISIONS

5.1 This Consent Order is entered into by the Parties as their own free and voluntary act and with full knowledge and understanding of the obligations and duties imposed by this Consent Order.

5.2 This Consent Order shall be governed by, and construed and enforced in accordance with, the laws of the State.

5.3 The Parties have negotiated, jointly drafted and fully reviewed the terms of this Consent Order and the rule that uncertainty or ambiguity is to be construed against the drafter shall not apply to the construction or interpretation of this Consent Order.

5.4 This Consent Order contains the entire agreement among the Parties. Except as otherwise provided herein, this Consent Order shall be modified only by a written instrument signed by or on behalf of the Parties.

5.5 Except as otherwise explicitly provided in this Consent Order, nothing herein shall be construed to limit the authority of the Attorney General to protect the interests of the State or the people of the State.

5.6 If any portion of this Consent Order is held invalid or unenforceable by operation of law, the remaining terms of this Consent Order shall not be affected.

5.7 This Consent Order shall be binding upon Respondent as well as its owners, principals, officers, directors, agents, employees, successors and assigns, and any Person through which it may now or hereafter act, as well as any Persons who have authority to control or who, in fact, control and direct the business.

5.8 This Consent Order shall be binding upon the Parties and their successors in interest. In no event shall assignment of any right, power or authority under this Consent Order avoid compliance with this Consent Order.

5.9 This Consent Order is entered into by the Parties for settlement purposes only. Neither the fact of, nor any provision contained in this Consent Order shall be construed as: (a) an approval, sanction or authorization by the Division or any other governmental unit of the State of any act or practice of Respondent; or (b) an admission by Respondent that any of the acts or practices described in or prohibited by this Consent Order are unfair or deceptive or violate the CFA and/or the Advertising Regulations. Neither the existence of, nor the terms of this Consent Order shall be deemed to constitute evidence or precedent of any kind except in: (a) an action or proceeding by one of the Parties to enforce, rescind or otherwise implement any or all of the terms herein; or (b) an action or proceeding involving a Released Claim (as defined in Section 8) to support a defense of res judicata, collateral estoppel, release or other theory of claim preclusion, issue preclusion or similar defense.

5.10 This Consent Order is a public document subject to the New Jersey Open Public Records Act, N.J.S.A. 47:1A-1 et seq.

5.11 Unless otherwise prohibited by law, any signatures by the Parties required for filing of this Consent Order may be executed in counterparts, each of which shall be deemed an original, but all of which shall together be one and the same Consent Order.

6. REPRESENTATIONS AND WARRANTIES

6.1 The Parties Represent and warrant that their signatories to this Consent Order have authority to act for and bind the respective Parties.

6.2 Respondent Represents and warrants that it will inform Consumers of the actions Respondent can and cannot legally undertake on a Consumer's behalf, regarding USCIS documentation and forms.

6.3 Respondent Represents and warrants that it will not provide any advice to Consumers regarding the types of USCIS forms to file, how to answer questions on such forms, or other such advice related to the completion and filing of USCIS forms.

6.4 Respondent Represents and warrants that it will provide Notary Public services in accordance with the New Jersey Notary Public Manual.

7. RELEASE

7.1 In consideration of the injunctive relief, Settlement Payment, undertakings, mutual promises and obligations provided for in this Consent Order, the Complainant hereby agrees to release Respondent from any and all civil claims or Consumer-related administrative claims, to the extent permitted by State law, which the Complainant could have brought prior to the Effective Date against Respondent for violations of the CFA and/or the Advertising Regulations as alleged in the Action, as well as the matters specifically addressed in this Consent Order (the "Released Claims").

7.2 Notwithstanding any term of this Consent Order, the following do not comprise Released Claims: (a) private rights of action; (b) actions to enforce this Consent Order; and (c) any claims against Respondent by any other agency or subdivision of the State.

8. PENALTIES FOR FAILURE TO COMPLY

8.1 The Attorney General (or designated representative) shall have the authority to enforce the injunctive provisions of this Consent Order or to seek sanctions for violations hereof or both.

8.2 The Parties agree that any future violations of the injunctive provisions of this Consent Order, the CFA and/or the Advertising Regulations shall constitute a second or succeeding violation under N.J.S.A. 56:8-13 and that Respondent may be liable for enhanced civil penalties.

9. COMPLIANCE WITH ALL LAWS

9.1 Except as provided in this Consent Order, no provision herein shall be construed as:

- a. Relieving Respondent of its obligation to comply with all State and Federal laws, regulations or rules, as now constituted or as may hereafter be amended, or as granting permission to engage in any acts or practices prohibited by any such laws, regulations or rules; or
- b. Limiting or expanding any right the Division may otherwise have to obtain information, documents or testimony from Respondent pursuant to any State or Federal law, regulation or rule, as now constituted or as may hereafter be amended, or limiting or expanding any right Respondent may otherwise have pursuant to any State or Federal law, regulation or rule, to oppose any process employed by the Division to obtain such information, documents or testimony.

10. NOTICES UNDER THIS CONSENT ORDER

10.1 Except as otherwise provided herein, any notices or other documents required to be sent to the Division or Respondent pursuant to this Consent Order shall be sent by United States mail, Certified Mail Return Receipt Requested, or other nationally recognized courier service that provides for tracking services and identification of the Person signing for the documents. The notices and/or documents shall be sent to the following addresses:

For the Complainant:

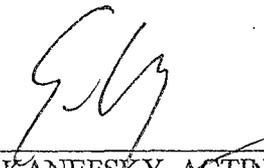
Alina Wells
Deputy Attorney General
State of New Jersey
Department of Law and Public Safety
124 Halsey Street - 5th Floor
P.O. Box 45029
Newark, New Jersey 07101

For the Respondents:

Diene Hernández-Rodríguez, Esq.
442 Westfield Avenue, 1st Floor
Elizabeth, New Jersey 07208

IT IS ON THE 9th DAY OF July, 2012 SO ORDERED.

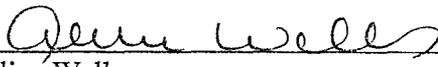
JEFFREY S. CHIESA
ATTORNEY GENERAL OF NEW JERSEY

By: 
ERIC T. KANESKY, ACTING DIRECTOR
DIVISION OF CONSUMER AFFAIRS

THE PARTIES CONSENT TO THE FORM, CONTENT AND ENTRY OF THIS
CONSENT ORDER ON THE DATES ADJACENT TO THEIR RESPECTIVE
SIGNATURES.

FOR THE DIVISION:

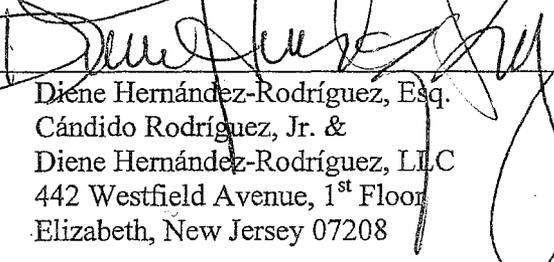
JEFFREY S. CHIESA
ATTORNEY GENERAL OF NEW JERSEY

By: 
Alina Wells
Deputy Attorney General
Consumer Fraud Prosecution Section
124 Halsey Street - 5th Floor
P.O. Box 45029
Newark, New Jersey 07101

Dated: July 6, 2012

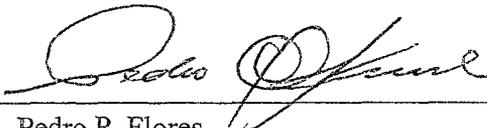
FOR THE RESPONDENT:

DIENE HERNÁNDEZ-RODRÍGUEZ, ESQ.

By: 
Diene Hernández-Rodríguez, Esq.
Cándido Rodríguez, Jr. &
Diene Hernández-Rodríguez, LLC
442 Westfield Avenue, 1st Floor
Elizabeth, New Jersey 07208

Dated: June 29, 2012

LILI PABLO AGENTS, LLC d/b/a COSTAMAR TRAVEL AGENCY

By: 
Pedro P. Flores
Owner

Dated: June 29, 2012